

**SIDE LETTER TO THE LODI FIRE MID-MANAGEMENT  
STATEMENT OF BENEFITS**

**May 2010**

- A. The City of Lodi issued a Lodi Fire Mid Management Statement of Benefits effective July 1, 2008 through December 31, 2010 as Amended by Addendum dated February of 2009.
- B. This Side Letter is issued for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the Statement of Benefits shall be amended as follows:

Article I – Salary, shall be amended to add the following:

1.4 Add the following at the end of paragraph 1.4 as follows: Lodi Fire Mid Managers agree for the first pay period in which July 1, 2010 falls and ending on the first pay period in which June 30, 2011 falls to give a total salary and benefit contribution of 1.96 percent of regular salary and benefits, and waive vacation cash out. These contributions are in addition to the contributions from the February 2009 Addendum, which are extended through June 30, 2011. The contribution shall be made up of a combination of furlough hours and/or waiving deferred compensation match, at each member's election.

Furlough hours shall be scheduled based on availability and shall, for Battalion Chiefs, be deducted from salary in equal installments across all fiscal year pay periods. Division Chief hours shall be deducted in the week actually taken. Unless scheduling issues prevent use of furlough hours, members shall use furlough hours before sick, vacation, compensatory time off and holiday leave. Moreover, furlough hours that have not been used by June 30, 2011, may be carried forward and must be used or forfeited by December 31, 2011. In the event a member's employment terminates during the fiscal year, furlough hours shall be prorated by the percentage of the year worked. Furlough hours used in excess of prorated hours shall be deducted from available leave balances, and if other leave balances are inadequate, repaid to City.

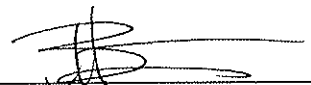
## COMPOSITION OF UNIT

To address overtime expenditures with shift Battalion Chiefs, the City will meet and confer with unit members on proposals and solutions. Any modifications to the unit will not occur prior to January 1, 2011.

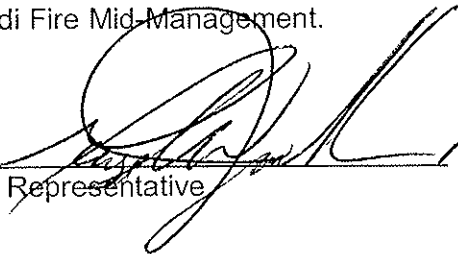
Between July 1, 2010 and the expiration of the Statement of Benefits, the City agrees to begin contract negotiations for a Statement of Benefits to be effective January 1, 2011. The bargaining unit understands the City will initiate discussions regarding shift Battalion Chief overtime concurrently with these contract negotiations.

This Side Letter shall not become effective until approved by the Lodi City Council.

CITY OF LODI,  
a municipal corporation

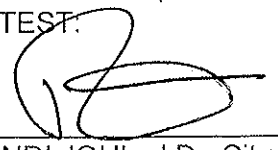
  
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**KONRADT BARTLAM, Interim City Manager**

Lodi Fire Mid-Management.

By  *May 4, 2010*  
\_\_\_\_\_  
Representative

  
\_\_\_\_\_  
DEAN GUALCO, HR Manager

ATTEST:

  
\_\_\_\_\_  
RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:

  
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D. STEPHEN SCHWABAUER  
City Attorney